

## How to Use the Security, Surveillance, Monitoring and Access Control Systems Statewide Contract

Contract #: FAC64      Contract Duration: 06/01/2013 to 05/31/2016  
 MMARS #: FAC64\*      Options to renew: Two (2) options of two (2) years each  
 Contract Manager: Chaz Plungis - 617-720-3313 charles.plungis@.state.ma.us  
 This contract contains **Small Business Purchasing Program (SBPP) and Supplier Diversity Office SDO Contractors**  
 Last change date: 6/24/13

### Contract Summary

This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service and Maintenance. There are three (3) categories and one subcategory available:

Cat #	Category Name
1	Catalog Sales
2	Security Equipment, Systems and Related
2A	Security Monitoring Services
3	Locks, Accessories and Related Equipment

### Benefits and Cost Savings

- Competitive mark-ups over prevailing wage and hourly wage rates.
- Competitive discounts on equipment
- Generous Prompt Payment Discounts
- Multiple quote process to drive additional discounts

### Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

#### Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

## Compliance with Construction Law

This contract does not include construction related services. Eligible Entities should consult their legal counsel for assistance determining whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M. If installation of the system is deemed to include construction, then installation work done under this contract is limited to \$10,000 or less.

## How to Use the Contract

### Process for Ordering

#### Multiple Quotes

Eligible Entities are responsible for contacting the contractors of their choice to obtain **multiple** quotes, to set up their own accounts and/or place orders. Users are encouraged to “shop around” among the contractors within the desired category to find the best pricing and product available.

In order to ensure that you receive all the benefits and savings associated with the statewide contract, please **always reference the statewide contract and the document number (FAC64)** when opening an account and placing an order with a Contractor.

#### Exceptions to the Multiple Quote Requirement

Eligible Entities may expand a current system without requesting multiple quotes, provided that either:

- A. the existing system is still under warranty and changing vendors may compromise the warranty of the original system; or
- B. the expansion costs no more than 50% of the original system cost, not including the costs of any service plans or maintenance performed on the system.

**For Category 1 Catalog sales**, checking the price files and catalogs to determine the net cost of the equipment you are interested in will constitute a quote. However, many times Contractors are willing to offer additional discounts so checking with each Contractor directly is strongly encouraged.

#### Prevailing Wage

All work under Category 2 is subject to prevailing wage and work under Category 3 may or may not be subject to prevailing wage, depending on the nature of the work.

Eligible Entities must provide contractors a copy of the current prevailing wage rates at the time of quote request. Prevailing wage sheets can be requested from the Department of Labor Standards by visiting their website, [www.mass.gov labor of standards prevailing wage program](http://www.mass.gov/labor-of-standards-prevailing-wage-program). The process is automated and the turnaround time is very quick, less than one business day.

## Statement of Work

Eligible Entities should provide a clear Statement of Work to the contractor at the time of the request for quote. The following are some elements to consider including in a statement of work:

### Important Elements of the Statement of Work:

- Reference to the Statewide Contract FAC64
- Work schedules and performance dates
  - Release Date of the Request for Quote
  - Walkthrough requirements, if required
  - Response Date of Request for Quote
  - Date of Vendor Selection
- Responsibilities of the Contractor
  - Agrees to fulfill all provisions of the FAC64 statewide contract
  - Responsible for complete design, measurements, and drawings
  - Delivery, installation, testing, training, design and start up
  - Replace, modify, or upgrade existing hardware as necessary
  - Include the cost of any software licenses in bid
- Whether sub-contractors will be allowed
- Eligible Entity Reserves right to negotiate and modify requirements with awarded vendor
- Submittal Requirements
  - Narrative – how proposer will complete scope of work
  - Estimated timeline from release of purchase order to system live
  - Drawing Requirements
- Service/Maintenance Agreements
  - Response time guarantees desired
  - Up time guarantees

## Additional Requirements

**No surcharges:** In general, no transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s). However, for work done in Dukes or Nantucket Counties, Vendors **may** bill for reasonable third party travel expenses beyond normal commuting to and from the state or other Eligible Entity work site for services not covered by on-site warranty, service calls and/or a contracted maintenance plan. This includes the cost of a ferry to and from Dukes or Nantucket Counties. The definition of reasonable rates means those that are commercially available and competitive with other services companies.

**No pre-payments:** Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

**Delivery:** Contractor(s) must deliver equipment and/or supplies statewide, including the islands. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity, with the exception noted for Dukes and Nantucket Counties.

## Negotiation

Eligible Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract and are encouraged to do so.

## Pre-Installation

It is the Contractor's responsibility, prior to delivery, to survey and review the particular installation location to ensure the existing proposed location will meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with an installation location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.

## Installation

### **Compliance with Regulatory Requirements**

Contractor must maintain full compliance with all Regulatory Licensure Boards' (State Board of Electrical Examiners, Department of Public Safety) licensing requirements for all work.

### **Cabling and Cable Associated Hardware**

Cabling and associated hardware that is installed under this contract must be used for the security, surveillance, monitoring, and/or access control system. For cabling used for other purposes, use the current statewide contract for Data Infrastructure (Non-Construction related low voltage) Cabling Services and Maintenance, ITC45, or its successor.

### **Labels with Warranty Period**

Contractor must affix a label or decal to the control device for any equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment.

A successful installation is constituted by the product, equipment or system being fully capable of functioning to its fullest capacity and according to its design and is unencumbered by flaws resulting from poor installation. System Acceptance (final sign-off) will be provided by the user entity acknowledging final acceptance of a successful installation. System Acceptance cannot be unreasonably withheld by any entity, the contract manager or the project manager.

## Post-Installation

Contractor must be responsible for all installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. For off-site monitoring services, Contractor must ensure there are systems current to meet the needs of the Commonwealth and remain current against intrusive/invasive systems that could compromise the installed system(s).

## Anticipated Service Disruption

Contractor must coordinate with the Eligible Entity for any anticipated service disruption. If anticipated disruption is scheduled the Contractor must provide a minimum of 24 hours' notice to the Eligible Entity

## Training & Training Materials

Category 2, Category 2A, and Category 3 Contractors must provide significant training to designated personnel within the Eligible Entity during the final system testing and start-up phase of the project. The Contractor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. Training materials include, but are not limited to books, handouts, software, or customized training videos will be provided by the Contractor and will be given to the Eligible Entity at no additional cost, as agreed upon by the parties.

## Software Licenses

Where applicable, the cost of software licenses should be included in the Service Maintenance Agreement. Eligible Entities may also purchase software licenses separate from any Service Maintenance Agreements. Software licenses should be purchased through the vendor who installed the equipment/system.

## Service Maintenance Plans

Category 2 Vendors must be able to provide service/maintenance agreements with various service levels available to the Eligible Entity at negotiated rates for repair and service work performed after the warranty period. The service/maintenance plan shall include various levels of contractor response times available to the Eligible Entity. Vendors must offer an immediate response plan with 24x7x365 availability. Eligible Entities will negotiate pricing for service/maintenance plans with the Vendor.

Eligible Entities are encouraged to enumerate the requirements desired for any service/maintenance plan at the time of quote so total cost of ownership can be factored into award decisions. Some elements to consider when requesting a service/maintenance agreement include: Response time guarantees, up time guarantees, quality requirements, and penalties.

## Product Warranty

Contractors must provide a standard warranty for all equipment of at least 1 year in length. Eligible Entities may purchase extended warranties with Vendors at negotiated pricing. Please see each vendor's price file on Comm-PASS for information regarding the availability of extended warranties.

## Pricing

**Equipment, Materials and Supplies:** Pricing is based on a discount percentage off the current catalog/price list. The Commonwealth and Eligible Entities reserve the right to request a copy of the catalog or price list at any time. Contractors must post the current catalog/price list on their website dedicated to FAC64. The Discount percentage will be firm through the initial term of the contract. However, Contractors may increase the discount offered at any time by contacting the OSD Contract Manager. Additionally, vendors may offer additional discounts to Eligible Entities on a case-by-case basis.

**Labor Rates:** Vendors have provided hourly rates for non-prevailing wage positions and mark-ups over prevailing wage for prevailing wage positions. Mark-ups over prevailing wage are **ceiling mark-ups** and hourly rates are **ceiling rates**; both will remain firm for the initial term of the contract. Vendors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager. Additionally, vendors may offer discounted rates to Eligible Entities on a case-by-case basis.

**Note regarding locksmith work under Category 3:** Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the carpenter rate.

## Strategic Sourcing Services Team (SSST)

Name	Eligible Entity
Randal Cabral	Department of Public Health
Randy Clarke	MBTA
Michael Courtney	Bureau State Buildings
David Crouse	Massachusetts State Police
Donald Denning	City of Boston
Nancy Fitzgerald	Department of Fire Services
Roger Gauthier	Department of Public Health
Sylvain Kabeya	Massachusetts Rehabilitation Commission
Adam Peters	MBTA
Charles Plungis	Operational Services Division
Korina Senior	Department of Fire Services

## Summary of Where to Obtain Important Contract Information

To obtain in depth contract information please go to the Comm-PASS ([www.comm-pass.com](http://www.comm-pass.com)) website, click on “Contracts” then search by document number FAC64 to locate the following contract information:

Contract User Guide	“Forms & Terms” Tab
Category Prevailing Wage Markups	“Forms & Terms” Tab
Contractors Award Information and pricing	“Vendor” Tab (bottom of vendor detail page)